

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

DEEPMAP, INC., a Delaware corporation,

Case No. 4:17-cv-02776-YGR

Plaintiff,

V.

HEIDELBERG MOBIL INTERNATIONAL
GMBH, a German limited liability company,

Defendant.

STIPULATED PROTECTIVE ORDER

HEIDELBERG MOBIL INTERNATIONAL
GMBH, a German limited liability company,

* As Modified By The Court *

Counterclaimant,

V.

DEEPMAP, INC., a Delaware corporation,

Counter-Defendant.

1
2 1. PURPOSES AND LIMITATIONS

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
8 all disclosures or responses to discovery and that the protection it affords from public disclosure
9 and use extends only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
11 below, that this Stipulated Protective Order does not entitle them to file confidential information
12 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
13 that will be applied when a party seeks permission from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
16 information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
19 of Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
21 well as their support staff).

22 2.4 Designating Party: a Party or Non-Party that designates information or items that it
23 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 2.5 Disclosure or Discovery Material: all items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including, among other things,
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
28 responses to discovery in this matter.

1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
2 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
5 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
6 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
7 less restrictive means. Information qualifying for “Highly Confidential – Attorneys’ Eyes Only”
8 may include: (a) marketing, financial, sales, web traffic, research and development, or technical
9 data or information; (b) commercially sensitive competitive information, including, without
10 limitation, information obtained from a nonparty pursuant to a current Nondisclosure Agreement
11 (“NDA”); (c) information or data relating to future products not yet commercially released
12 and/or strategic plans; and (d) commercial agreements, settlement agreements, or settlement
13 communications, the disclosure of which is likely to cause harm to the commercial interests of
14 the producing party.
15

16 2.8 House Counsel: attorneys who are employees of a Party to this action. House
17 Counsel does not include Outside Counsel of Record or any other outside counsel.
18

19 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
20 entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this
22 action but are retained to represent or advise a Party to this action and have appeared in this action
23 on behalf of that Party or are affiliated with a law firm that has appeared on behalf of that Party.

24 2.11 Party: any party to this action, including all of its officers, directors, employees,
25 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
27 Material in this action.

28 2.13 Professional Vendors: persons or entities that provide litigation support services

1 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
2 organizing, storing, processing, or retrieving data in any form or medium) and their employees and
3 subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
5 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
7 Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only Protected Material
10 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
11 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
12 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
13 However, the protections conferred by this Stipulation and Order do not cover the following
14 information: (a) any information that is in the public domain at the time of disclosure to a
15 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
16 result of publication not involving a violation of this Order, including becoming part of the public
17 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
18 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
19 the information lawfully and under no obligation of confidentiality to the Designating Party. Any
20 use of Protected Material at trial shall be governed by a separate agreement or order. This Order is
21 without prejudice to the right of any Producing Party to seek further or additional protection of
22 any Discovery Material or to modify this Order in any way, including, without limitation, an order
23 that certain material not be produced at all.

24 4. DURATION

25 Unless modified, superseded, or terminated pursuant to the terms contained herein, this
26 Order shall remain in effect through the conclusion of this litigation. Even after final disposition
27 of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a
28 Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition

1 shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
2 without prejudice; and (2) final judgment herein after the completion and exhaustion of all
3 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing
4 any motions or applications for extension of time pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
7 or Non-Party that designates information or items for protection under this Order must take care to
8 limit any such designation to specific material that qualifies under the appropriate standards. The
9 Designating Party must designate for protection only those parts of material, documents, items, or
10 oral or written communications that qualify – so that other portions of the material, documents,
11 items, or communications for which protection is not warranted are not swept unjustifiably within
12 the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
15 unnecessarily encumber or retard the case development process or to impose unnecessary
16 expenses and burdens on other parties) expose the Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it designated
18 for protection do not qualify for protection at all or do not qualify for the level of protection
19 initially asserted, that Designating Party must promptly notify all other Parties that it is
20 withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
22 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
23 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
24 designated when the material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents, but
27 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
28 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY” to each page that contains protected material. If only a portion or portions of the material
2 on a page qualifies for protection, the Producing Party also must clearly identify the protected
3 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
4 portion, the level of protection being asserted.

5 A Party or Non-Party that makes original documents or materials available for inspection
6 need not designate them for protection until after the inspecting Party has indicated which material
7 it would like copied and produced. During the inspection and before the designation, all of the
8 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
10 copied and produced, the Producing Party must determine which documents, or portions thereof,
11 qualify for protection under this Order. Then, before producing the specified documents, the
12 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected
14 Material. If only a portion or portions of the material on a page qualifies for protection, the
15 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
16 markings in the margins) and must specify, for each portion, the level of protection being asserted.

17 (b) for portions of transcripts of testimony given in deposition or in other pretrial
18 or trial proceedings, that the Designating Party identify on the record, before the close of the
19 deposition, hearing, or other proceeding, all protected testimony and specify the level of protection
20 being asserted. When it is impractical to identify separately each portion of testimony that is
21 entitled to protection and it appears that substantial portions of the testimony may qualify for
22 protection, the Designating Party may invoke on the record (before the deposition, hearing, or other
23 proceeding is concluded) a right to have up to 14 days to identify the specific portions of the
24 testimony as to which protection is sought and to specify the level of protection being asserted.
25 Only those portions of the testimony that are appropriately designated for protection within the 14
26 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a
27 Designating Party may specify, at the deposition or up to 14 days afterwards if that period is
28 properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2 A party or non-party that intends to bring an individual (other than Outside Counsel
3 of Record and House Counsel) to observe a deposition shall provide notice to all other parties and
4 any applicable non-parties so that those parties and non-parties can determine whether they have
5 any objection to the observing individual being present. The use of a document as an exhibit at a
6 deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8 (c) for information produced in some form other than documentary and for any
9 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
10 container or containers in which the information or item is stored the appropriate legend
11 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). If only a
12 portion or portions of the information or item warrant protection, the Producing Party, to the
13 extent practicable, shall identify the protected portion(s) and specify the level of protection being
14 asserted.

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
16 designate qualified information or items does not, standing alone, waive the Designating Party’s
17 right to secure protection under this Order for such material. Upon timely correction of a
18 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
19 in accordance with the provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
22 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
24 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
25 challenge a confidentiality designation by electing not to mount a challenge promptly after the
26 original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
28 process by providing written notice of each designation it is challenging and describing the basis

1 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
2 notice must recite that the challenge to confidentiality is being made in accordance with this
3 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
4 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
5 forms of communication are not sufficient) within 14 days of the date of service of notice. In
6 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
7 designation was not proper and must give the Designating Party an opportunity to review the
8 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
9 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
10 the challenge process only if it has engaged in this meet and confer process first or establishes that
11 the Designating Party is unwilling to participate in the meet and confer process in a timely
12 manner.

13 6.3 Judicial Intervention. **If the Parties cannot resolve a challenge without court**
14 **intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding**
15 **Discovery and Discovery Motions. The parties may file a joint letter brief regarding**
16 **retaining confidentiality within 21 days of the initial notice of challenge or within 14 days of**
17 **the parties agreeing that the meet and confer process will not resolve their dispute,**
18 **whichever is earlier. Failure by a Designating Party to file such discovery dispute letter**
19 **within the applicable 21 or 14 day period (set forth above) with the Court shall automatically**
20 **waive the confidentiality designation for each challenged designation. If, after submitting a**
21 **joint letter brief, the Court allows that a motion may be filed, any such motion must be**
22 **accompanied by a competent declaration affirming that the movant has complied with the**
23 **meet and confer requirements imposed in the preceding paragraph. The Court, in its**
24 **discretion, may elect to transfer the discovery matter to a Magistrate Judge.**

25 In addition, the parties may file a joint letter brief regarding a challenge to a
26 confidentiality designation at any time if there is good cause for doing so, including a
27 challenge to the designation of a deposition transcript or any portions thereof. If, after
28 submitting a joint letter brief, the Court allows that a motion may be filed, any motion
brought pursuant to this provision must be accompanied by a competent declaration

1 affirming that the movant has complied with the meet and confer requirements imposed by
2 the preceding paragraph. The Court, in its discretion, may elect to refer the discovery
3 matter to a Magistrate Judge.

4 The burden of persuasion in any such challenge proceeding shall be on the
5 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
6 harass or impose unnecessary expenses and burdens on other parties) may expose the
7 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality
8 designation by failing to file a letter brief to retain confidentiality as described above, all
9 parties shall continue to afford the material in question the level of protection to which it is
10 entitled under the Producing Party's designation until the court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
13 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
14 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
15 the categories of persons and under the conditions described in this Order. When the litigation has
16 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
17 DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a location and in
19 a secure manner that ensures that access is limited to the persons authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
21 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
22 information or item designated "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
25 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
26 Bound" that is attached hereto as Exhibit A;

27 (b) the officers, directors, and employees (including House Counsel) of the
28 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
2 reasonably necessary for this litigation and who have signed the “Acknowledgment and
3 Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants, mock
6 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (f) during their depositions, witnesses in the action to whom disclosure is
9 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
10 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
11 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
12 separately bound by the court reporter and may not be disclosed to anyone except as permitted
13 under this Stipulated Protective Order.

14 (g) the author or recipient of a document containing the information or a custodian
15 or other person who otherwise possessed or knew the information.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
18 Designating Party, a Receiving Party may disclose any information or item designated
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
22 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
23 Bound” that is attached hereto as Exhibit A;

24 (b) House Counsel of the Receiving Party to whom disclosure is reasonably
25 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A);

27 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
28

1 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound”
2 (Exhibit A), and (3) as to whom the procedures set forth in Section 7.4(a), below, have been
3 followed and no unresolved objections to such disclosures exist after proper notice has been given
4 to the Designating Party;

5 (d) the court and its personnel;

6 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
7 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
8 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

9 (f) the author or recipient of a document containing the information or a custodian
10 or other person who otherwise possessed or knew the information.

11 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

13 (a) Unless otherwise ordered by the Court or agreed to in writing by the Designating
14 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or
15 item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
16 pursuant to Section 7.3(c) first must make a written disclosure via email to the Designating Party
17 that provides the following information for the Expert: a copy of the signed “Acknowledgment
18 and Agreement to Be Bound” (Exhibit A), name, address, current resume, current employer,
19 employment history for the past 10 years, and a listing of cases in which the Expert has testified
20 as an expert at trial or by deposition within the preceding 5 years.

21
22 (b) A Party that discloses an Expert and provides the information in the preceding
23 paragraph may disclose any information or item designated “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY” to the identified Expert unless, within 7 days of delivering the
25 request, the Party receives a written objection from the Designating Party, including an objection
26 by email. Any such objection must set forth in detail the grounds on which it is based and must
27 be based on that party’s good faith belief that disclosure of its “HIGHLY CONFIDENTIAL –
28

1 ATTORNEYS' EYES ONLY" information or item will result in specific business or economic
2 harm to that party in the event of disclosure to the identified Expert.

3 (c) A Party that receives a timely written objection must meet and confer with the
4 Designating Party (through direct voice to voice dialogue) to try to resolve the matter in good
5 faith within seven (7) days of delivery of the written objection.

6
7 (d) If the parties cannot resolve the disagreement without Court intervention, the
8 Designating Party may file a motion under Civil Local Rule 7 (and in compliance with Civil
9 Local Rule 79-5, if applicable) within 14 days of the parties agreeing that the meet and confer
10 process will not resolve their dispute. Each such motion must be accompanied by a competent
11 declaration affirming that the movant has complied with the meet and confer requirements
12 imposed in the preceding paragraph. The burden of persuasion in any such challenge proceeding
13 shall be on the Designating Party to show "good cause" for preventing the disclosure of
14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information or items to the
15 challenged Expert. For purposes of this paragraph only, "good cause" includes, but is not limited
16 to, a particularized showing that the challenged Expert currently has, previously had, or is
17 reasonably likely in the future to develop, a relationship with a third-party business that would
18 create a reasonable risk of disclosure, whether intentional or not, to that third-party business,
19 which disclosure would be detrimental to the commercial interests of the Designating Party.
20 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
21 unnecessary expenses and burdens on other parties) may expose the Designating Party to
22 sanctions.

23
24
25 7.5 Legal Advice Based on Protected Material. Nothing in this Protective Order shall
26 be construed to prevent Counsel from offering their clients legal advice with respect to this
27 litigation based in whole or in part upon Protected Materials, provided that Counsel does not
28 disclose the Protected Material itself except as provided in this Order.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue
9 in the other litigation that some or all of the material covered by the subpoena or order is subject to
10 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
11 and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the subpoena
15 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
16 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the
17 court from which the subpoena or order issued, unless the Party has obtained the Designating
18 Party’s permission. The Designating Party shall bear the burden and expense of seeking protection
19 in that court of its confidential material – and nothing in these provisions should be construed as
20 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
21 another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
23 LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-Party
25 in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with
27 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
28 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to produce a
2 Non-Party's confidential information in its possession, and the Party is subject to an agreement
3 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-Party that
5 some or all of the information requested is subject to a confidentiality agreement with a Non-
6 Party;

7 (2) promptly provide the Non-Party with a copy of the Stipulated
8 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
9 description of the information requested; and

10 (3) make the information requested available for inspection by the Non-
11 Party.

12 (c) If the Non-Party fails to object or seek a protective order from this court within
13 14 days of receiving the notice and accompanying information, the Receiving Party may produce
14 the Non-Party's confidential information responsive to the discovery request. If the Non-Party
15 timely seeks a protective order, the Receiving Party shall not produce any information in its
16 possession or control that is subject to the confidentiality agreement with the Non-Party before a
17 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
18 burden and expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
21 Material to any person or in any circumstance not authorized under this Stipulated Protective
22 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
23 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
24 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
25 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
26 Agreement to Be Bound" that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently
4 produced material is subject to a claim of privilege or other protection, the obligations of the
5 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to
6 Federal Rule of Evidence 502(d) and (e), the production of a privileged or work-product-protected
7 document, whether inadvertent or otherwise, is not a waiver of privilege or protection from
8 discovery in this case or in any other federal or state proceeding.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
11 seek its modification by the court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
13 Order, no Party waives any right it otherwise would have to object to disclosing or producing any
14 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
15 Party waives any right to object on any ground to use in evidence of any of the material covered
16 by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the Designating Party
18 or a court order secured after appropriate notice to all interested persons, a Party may not file in
19 the public record in this action any Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
21 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
22 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
23 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
24 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
25 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving
26 Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless
27 otherwise instructed by the court.

28 13. FINAL DISPOSITION

1 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
2 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
3 As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
4 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
5 the Protected Material is returned or destroyed, the Receiving Party must submit a written
6 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
7 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
8 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained
9 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any
10 of the Protected Material. Notwithstanding this provision, Outside Counsel of Record are entitled
11 to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
12 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
13 product, and consultant and expert work product, even if such materials contain Protected
14 Material. Any such archival copies that contain or constitute Protected Material remain subject to
15 this Protective Order as set forth in Section 4 (DURATION).

16
17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18 Dated: August 31, 2017

19 John L. Slafsky
20 Ava Miller
21 Shelby Pasarell Tsai
22 WILSON SONSINI GOODRICH & ROSATI
23 Professional Corporation

24 By: /S/ Shelby Pasarell Tsai
25 Shelby Pasarell Tsai
26 Attorneys for Plaintiff/Counter-Defendant
27 DEEPMAP, INC.

28 Dated: August 31, 2017

Peter C. McMahon
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Attorneys for Defendant/Counterclaimant
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GMBH

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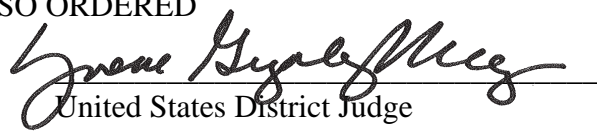
Dated: August 31, 2017

Julia Huston (*Pro Hac Vice*)
Jenevieve J. Maerker (*Pro Hac Vice*)
FOLEY HOAG LLP

By: /S/ Jenevieve J. Maerker
Jenevieve J. Maerker
Attorneys for Defendant/Counterclaimant
HEIDELBERG MOBIL INTERNATIONAL
GMBH

PURSUANT TO STIPULATION IT IS SO ORDERED

Dated: September 5, 2017


United States District Judge

1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of perjury that I
6 have read in its entirety and understand the Stipulated Protective Order that was issued by the
7 United States District Court for the Northern District of California on _____ in
8 the case of DEEPMAP, INC., Plaintiff and Counter-Defendant, v. HEIDELBERG MOBIL
9 INTERNATIONAL GMBH, Defendant and Counterclaimant, Case No. 4:17-cv-02776-YGR. I
10 agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
13 any information or item that is subject to this Stipulated Protective Order to any person or entity
14 except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the Northern
16 District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
17 even if such enforcement proceedings occur after termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone number]
20 as my California agent for service of process in connection with this action or any proceedings
21 related to enforcement of this Stipulated Protective Order.

22
23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

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27 Signature: _____
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